

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

April 02, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 April 2, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AUTHORIZATION TO ENTER INTO A MEMORANDUM OF COOPERATIVE AGREEMENT WITH
THE CITY OF BURBANK
AND FOR REIMBURSEMENT
FOR MENTAL HEALTH SERVICES
AND APPROVAL FOR AN APPROPRIATION ADJUSTMENT
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

Request authority to execute a Memorandum of Cooperative Agreement with the City of Burbank to establish a co-response Burbank Mental Health Evaluation Team for the provision of crisis mental health services to individuals and families. The Department of Mental Health (DMH) will receive revenue for associated staff and other costs. Approve appropriation adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute a Memorandum of Cooperative Agreement (Agreement), substantially similar to Attachment I, with the City of Burbank to establish a co-response partnership called the Burbank Mental Health Evaluation Team (BMHET). The BMHET will provide crisis response services to individuals and families. Under the Agreement, the City of Burbank will reimburse DMH up to \$100,000 annually for associated staff and other costs. The Agreement will be effective upon Board

approval, with a 12-month term, and shall automatically renew unless otherwise terminated.

2. Authorize the Department to fill one Full-Time Equivalent (FTE) temporary position necessary for the implementation of this Agreement. This position is in excess of what is provided for in the DMH's staffing ordinance, and pursuant to Section 6.06.020 of the County Code, is subject to allocation by the Chief Executive Office (CEO).

3. Approve an Appropriation Adjustment (Attachment II) for Fiscal Year (FY) 2012-13 in the amount of \$100,000 to increase Salaries and Employee Benefits (S&EB) in the amount of \$93,000 and Services and Supplies (S&S) in the amount of \$7,000 to provide hiring and spending authority to implement the BMHET. The Appropriation Adjustment is fully funded by reimbursement from the City of Burbank.

4. Delegate authority to the Director or his designee, to sign and execute amendments to the Agreement provided that any such amendment: 1) is necessary to clarify provisions or to modify operations to improve efficiencies; 2) does not result in any additional unreimbursed costs; 3) approval of County Counsel, or designee, is obtained prior to execution of any such Amendments; and 4) the Director notifies your Board and the CEO in writing within 30 days after the execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the Agreement will enable DMH and the City of Burbank Police Department to establish a co-response team to respond to Burbank residents' crisis calls involving individuals or families experiencing a mental health crisis or impacted by a critical incident. The Agreement will establish a collaborative inter-agency partnership between DMH and Burbank City Police Department through which DMH will assign a licensed mental health clinician to the BMHET for up to 40 hours per week. The City of Burbank will reimburse DMH for the costs incurred in assigning a clinician to the BMHET up to \$100,000 annually.

Implementation of Strategic Plan Goals

The recommended actions support the County Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The Agreement provides DMH \$100,000 for FY 2012-13 and will allow DMH to hire one FTE temporary position with associated services and supplies.

The Appropriation Adjustment in the amount of \$100,000 will increase S&EB in the amount of \$93,000 and S&S in the amount of \$7,000 to provide hiring and spending authority for the implementation of the new BMHET in FY 2012-13. The Appropriation Adjustment is fully funded by reimbursement from the City of Burbank.

Funding for future years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been jointly prepared by DMH and the City of Burbank Police Department with the goal to respond to the critical needs of City of Burbank individuals or families who experience mental health crises. Under the Agreement, DMH and the City of Burbank Police Department will form the co-response BMHET. The co-response model of law enforcement and mental health teams has proved to be an effective way to respond quickly to the needs of those who are in crisis and is a model that was pioneered by DMH.

Under this Agreement, DMH will provide the BMHET one full time psychiatric social worker for the needed mental health services and be reimbursed up to \$100,000 annually by the City of Burbank for personnel and associated service and supplies costs incurred.

The Agreement provides for mutual indemnification by the parties. Jointly drafted by the parties, it does not include the County's standard terms and conditions. The agreement may be terminated by either party without cause upon 90 days written notice. The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

DMH's provision of these services will enable DMH to become an active and integral participant in this partnership. This partnership will provide crisis intervention to the mentally ill and enhance local suicide prevention efforts by addressing the critical needs of individuals who need mental health counseling for life stressors that negatively impact on an individual's emotional well-being.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Mg Southard", written in a cursive style.

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:TB:RK:cc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

MEMORANDUM OF COOPERATIVE AGREEMENT
BETWEEN
THE COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
AND
THE CITY OF BURBANK

This Memorandum of Cooperative Agreement (Agreement) is made and entered into this _____ 2013, by and between the City of Burbank (hereafter "City") and the County of Los Angeles Department of Mental Health (hereafter "DMH").

RECITALS

WHEREAS, CITY has a need for, and desires to form a partnership with a qualified governmental agency for the provision of crisis response services to individuals, and families in crisis or suspected of having a mental illness, residing in the City of Burbank; and

WHEREAS, DMH has the necessary facility, personnel, experience, and specialized mental health professionals for the provision of the needed services; and

WHEREAS, CITY and DMH believe it would be beneficial to the residents of the City of Burbank to establish a co-response partnership called the Burbank Mental Health Evaluation Team (BMHET), to respond to calls involving individuals or families experiencing a mental health crisis or impacted by a critical incident; and

WHEREAS, CITY shall reimburse DMH for its personnel and services and supplies, incurred in the performance of BMHET services, not to exceed the amount of \$100,000 per fiscal year; and

WHEREAS, CITY and DMH shall establish any necessary procedures and responsibilities and a reimbursement Fee Schedule for the purpose of deploying a BMHET in the City of Burbank, as well as providing any necessary staffing, transportation, equipment, and services and supplies for joint operations of the BMHET and sharing of information;

NOW, THEREFORE, in consideration of the mutual commitments to serve individuals, or families in crisis, the parties hereto agree as follows:

I. TERM

The term of this Agreement shall be for 12 months from the effective date. The effective date shall be the date of approval of the Agreement by both parties. This Agreement shall automatically renew for successive terms equal to the original term unless either party has given notice of termination of the Agreement pursuant to Section VIII.

II. MANAGEMENT OF OPERATION

A. STAFFING BY CITY

CITY shall assign a Burbank Police Officer(s) to the BMHET for up to 40 hours per week.

B. STAFFING BY AND DMH RESPONSIBILITIES

DMH shall assign a licensed mental health clinician, specifically a DMH Psychiatric Social Worker II, to the BMHET for up to 40 hours per week. The CITY and DMH shall agree upon a flexible and reasonable work schedule based upon the needs of the BMHET. The work schedule shall preferably be Tuesday through Saturday from 12:00 pm to 8:00 pm (1200 hours to 2000 hours) subject to change depending upon the needs of the BMHET.

The responsibilities of the assigned clinician are set forth on Addendum A. (Memorandum of Cooperative Agreement between the County of Los Angeles Department of Mental Health and the City of Burbank, Burbank Mental Health Evaluation Teams), attached hereto. These responsibilities may be revised by mutual written agreement of the parties.

The assigned clinician shall not be considered to have the status of an employee of the CITY under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided by the CITY to its officers or employees.

C. OFFICE SPACE, TRANSPORTATION, EQUIPMENT AND SUPPLIES

The CITY shall provide the necessary office space, furniture, equipment, computers, radios, supplies, desk telephones, vehicles, Computer Digital Terminals, and logistical support to ensure the functionality of BMHET. DMH will provide its own computers, office supplies and cell phones.

D. PARKING

The CITY will provide DMH with a parking space for DMH.

E. ACCESS TO POLICE FACILITIES

Any and all assigned licensed mental health clinicians assigned to the BMHET shall undergo a background check. DMH will not assign any licensed mental health clinician who has any of the following:

- Felony conviction;
- Currently on probation and/or parole;
- Conviction for any crime involving moral turpitude;

- Conviction for any crime involving physical violence.

The CITY shall issue approved DMH personnel appropriate identification and access passes to enable ingress and egress to the Police Administrative Building and parking structure. DMH personnel issued identification and access passes to CITY facilities shall ensure its safe possession.

At the termination of employment or reassignment by DMH of the assigned licensed mental health clinician, and/or the postponement or termination of the BMHET program, DMH will ensure the return of all identification and access passes issued to DMH personnel to the Burbank Police Department Personnel Division for processing.

In the event of loss and/or failure to return any identification and/or access pass to CITY, DMH will reimburse CITY for any actual costs associated with cancelling, reissuing and/or re-keying any identification and/or access pass.

F. RESPONSIBILIITY FOR DISPATCHING BMHET

The CITY will serve as the primary authority in dispatching the BMHET. The CITY will prioritize all calls for service and dispatch accordingly.

The CITY shall use the Los Angeles County Department of Mental Health - Access to Community Care Effective and Supportive Services (ACCESS) system when BMHET is unable to respond.

G. UNUSUAL OCCURRENCES AND TACTICAL MOBILIZATIONS

Should the CITY redeploy BMHET sworn personnel to uniformed special events resulting in disruptions to BMHET operations, DMH shall be notified so that it can re-deploy its personnel to other county duties. Similarly, DMH shall notify CITY when its personnel must be re-deployed to other county missions or activities.

The CITY and DMH shall ensure notifications are made to each other when personnel have excused and unexcused absences or when personnel must be diverted to other job related commitments.

H. TRAINING

The CITY and DMH will develop an appropriate training curriculum for BMHET personnel.

III. **PROGRAM AUDIT**

This Agreement and its obligations are subject to audit by both the CITY and DMH. Audits can occur as each department deems appropriate to assess compliance with the terms of this Agreement. The CITY agrees to maintain all records relating to BMHET consistent with the CITY's procedures governing records retention. DMH agrees to maintain all non-client records relating BMHET consistent with DMH's procedures governing records retention, and agrees to maintain client records consistent with existing DMH policy and all applicable laws regarding record retention and destruction.

IV. INDEMNIFICATION

The CITY and DMH shall indemnify, defend and hold harmless each other, their elected and appointed officers, employees, and agents from and against any demands, claims, damages, liability, loss, actions, fees, costs, and expenses, including attorneys' fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions by the other party or any of its officers, employees, servants, agents, successor or assigns related to this Agreement.

V. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

VI. NOTICES

- A. Any notices to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

TO: Attn: Michael Albanese, Patrol Captain
Burbank Police Department
200 N. Third Street
Burbank, California 91502

TO: Attn: Marvin J. Southard, Director
County of Los Angeles Department of Mental Health
550 S. Vermont Avenue, 12th Floor
Los Angeles, California 90020

TO: Attn: Tony Beliz, Deputy Director
County of Los Angeles Department of Mental Health
550 S. Vermont Avenue, 12th Floor
Los Angeles, California 90020

TO: Attn: Richard Kushi
DMH – Contracts Division
550 S. Vermont Avenue, 5th Floor
Los Angeles, California 90020

- B. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

VII. FEE SCHEDULE

DMH shall bill the CITY on a quarterly basis as set forth in the payment schedule below. These invoices shall be provided to the CITY within 20 days following each quarterly service period. The CITY shall pay County for the billed amount within 45 days following the receipt of an invoice from DMH's Business Management Office. Total cost of services shall not exceed \$100,000 per term.

Invoice #	Service Period	Service Provider	Total Cost
1	The first quarter (3 full months upon Board approval date)	One (1) FTE DMH Licensed Clinician including benefits and overtime	\$ 25,000
2	The second quarter	One (1) FTE DMH Licensed Clinician including benefits and overtime	\$ 25,000
3	The third quarter	One (1) FTE DMH Licensed Clinician including benefits and overtime	\$ 25,000
4	The fourth quarter	One (1) FTE DMH Licensed Clinician including benefits and overtime	\$ 25,000
	Total		\$100,000

VIII. REVISIONS AND TERMINATION

The terms of this Agreement may be amended only upon written approval by both parties. Either party to the Agreement may terminate the Agreement upon 90 days written notification or upon failure of the CITY and/or DMH to designate and approve funds for the program through their respective legislative bodies.

In the event CITY fails to procure funding for the program through its City Council, CITY shall make payments for any services rendered to date.

IX. NO PRIVATE RIGHT CREATED

This Agreement is between the CITY and DMH and is not intended to confer any right or benefit to a private person or party.

Signature

Scott LaChasse
Chief of Police
Burbank Police Department
Burbank, California

Date: _____

Signature

Marvin J. Southard, D.S.W.
Director
Los Angeles County Department of
Mental Health
Los Angeles, California

Date: _____

Addendum A.
Memorandum of Cooperative Agreement
Between
The County of Los Angeles Department of Mental Health and the City of Burbank
Burbank Mental Health Evaluation Team

1. The Burbank Mental Health Evaluation Team (BMHET) will respond to Burbank residents' crisis calls involving individuals or families experiencing a mental health crisis or impacted by a critical incident.
2. The responsibilities of the DMH clinician will include the following:
 - Provide mobile psychiatric assessment and evaluation for voluntary and involuntary hospitalization. Depending upon the apparent seriousness of the situation, sign application for immediate 72 hour detention at a hospital facility, schedule an appointment for evaluation and treatment at a Mental Health Clinic, or make a referral to another community treatment agency.
 - Provide mobile crisis intervention to respond to individuals, families and consumers.
 - Provide Homeless Outreach to those at risk for mental illness.
 - Respond to suicide attempts in progress at request of patrol units.
 - Respond to consumers de-compensating and in need of immediate assistance with law enforcement to assist persons facing eviction and suspected of having mental disorders.
 - Respond to requests from Adult Protective Services, Department of Children Services, and schools when police assistance is required at the scene.
 - Respond to requests for psychiatric evaluations on discharged inmates from Burbank City Jail or Los Angeles County jail and other jails.
 - Respond to barricaded suspects upon request.
 - Respond to City of Burbank Police Department Divisions for evaluation and hospitalization for civilians experiencing a psychiatric crisis.
 - Avert violent confrontations between consumers and law enforcement through the use of verbal de-escalation techniques.
 - Participate in providing roll-call training to various law enforcement divisions and stations.

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF MENTAL HEALTH

DEPT'S.
NO. 435

October 24, 2012

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2012-13

4 - VOTES

SOURCES

See Attachment:

USES

See Attachment:

SOURCES TOTAL: \$ 100,000

USES TOTAL: \$ 100,000

JUSTIFICATION

This adjustment is requested to increase appropriation for Salary and Employee Benefits and Services and Supplies to provide hiring and spending authority to implement the new Burbank Mental Health Evaluation Team Project. This will be fully funded by reimbursement from the City of Burbank. There is no impact to Net County Cost associated with this action.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Margo Morales
AUTHORIZED SIGNATURE Margo Morales, Administrative Deputy

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

26 APR 02 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

Karen Suter

B.A. NO.

169

Mar 5 20 13

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

[Signature]
March 5, 20 13

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF MENTAL HEALTH

FY 2012-13
4 - VOTES

SOURCES:

Department of Mental Health
Burbank Mental Health Evaluation Team Project
A01-MH-92-9461-20500
Other Charges for Services \$100,000
Increase Revenue

USES:

Department of Mental Health
Burbank Mental Health Evaluation Team Project
A01-MH-1000-20500
Salaries & Employee Benefits \$93,000
Increase Appropriation

Department of Mental Health
Burbank Mental Health Evaluation Team Project
A01-MH-2000-20500
Services & Supplies \$7,000
Increase Appropriation

TOTAL SOURCES: \$100,000

TOTAL USES: \$100,000

This adjustment is requested to increase appropriations for Salary & Employee Benefits and Services & Supplies to provide hiring and spending authority to implement the new Burbank Mental Health Evaluation Team Project. This will be fully funded by reimbursement from the City of Burbank. There is no impact to Net County Cost associated with this action.

BA169 Karen Shukuma 3/5/13

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 APR 02 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER